

By and Between

BellSouth Telecommunications, Inc.

And

**Cingular Wireless (BellSouth Mobility LLC; BellSouth
Personal Co**

CMRS0003
CMRS0006
CMRS0060
CMRS0078

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
BELLSOUTH MOBILITY LLC d/b/a CINGULAR WIRELESS
AND
BELLSOUTH PERSONAL COMMUNICATIONS, LLC d/b/a CINGULAR
WIRELESS**

TABLE OF CONTENTS

Section

- I. Definitions
 - II. Purpose
 - III. Term of the Agreement
 - IV. Compensation and Billing
 - V. Methods of Interconnection
 - VI. Non-Local Traffic Interconnection
 - VII. Provision of Network Elements
 - VIII. Access to Poles, Ducts, Conduits, and Rights of Way
 - IX. Access to 911/E911 Emergency Network
 - X. Access to Telephone Numbers
 - XI. Local Number Portability
 - XII. Access to Signaling and Signaling Databases
 - XIII. Network Design and Management
 - XIV. Auditing Procedures
 - XV. Liability and Indemnification
 - XVI. Modification of Agreement
 - XVII. Taxes and Fees
 - XVIII. Treatment of Proprietary and Confidential Information
 - XIX. Resolution of Disputes
 - XX. Waivers
 - XXI. Assignment
 - XXII. Amendment
 - XXIII. Severability
 - XXIV. Survival
 - XXV. Governing Law
 - XXVI. Arm's Length Negotiations
 - XXVII. Filing of Agreement
 - XXVIII. Notices
 - XXIX. Headings of No Force or Effect
 - XXX. Multiple Counterparts
 - XXXI. Entire Agreement
- Attachment B-1

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and BellSouth Mobility LLC d/b/a Cingular Wireless, a Delaware limited liability company and BellSouth Personal Communications, LLC d/b/a Cingular Wireless, a Delaware limited liability company, for and on behalf of those entities listed in Attachment A, which entities Cingular Wireless hereby represents it has authority to bind hereunder, (all collectively referred to as "Carrier") and shall be deemed effective as of June 14, 2001, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier and its affiliates are Commercial Mobile Radio Service ("CMRS") providers licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each state of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as the delivery of Local Traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

F. Non-Local Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VI of this Agreement.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local

minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

J. Type 1 Interconnection is a connection between a BellSouth end office and a CMRS company's point of termination.

K. Type 2A Interconnection a connection between a BellSouth access tandem or local tandem to a CMRS company's point of termination. The CMRS switch functions as an end office.

L. Type 2B Interconnection is a connection between a BellSouth end office and the CMRS company's point of termination. This type connection provides a high usage route from/to NXX codes located in the end office and is provided in conjunction with Type 2A interconnection.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning on the Effective Date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section B below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section D below.

B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section B above, the Parties are unable to satisfactorily

negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

D. Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section C above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended.

IV. Compensation and Billing

A. Compensation

1. Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

2. If Carrier is unable to determine the amount of BellSouth originated traffic (Local Traffic) terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used to bill BellSouth for the BellSouth Local Traffic for the following quarter.

3. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of that facility up to the POI.

4. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the total two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

5. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days. Usage charges will be billed in arrears.

2. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be

used for traffic delivered by either Party for termination on the other Party's network.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either Party.

6. Deposit Policy. When purchasing services from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Carrier's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Carrier fails to remit to BellSouth any deposit requested pursuant to this Section, service to Carrier may be terminated and any security deposits will be applied to Carrier's account(s).

V. Methods of Interconnection

A. There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase or lease of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased or leased pursuant to this Agreement provided, however, that such interconnection

arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

B. The parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, such facilities may be purchased pursuant to a separate agreement by the parties, or pursuant to the appropriate intrastate tariff, as amended from time to time. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end

office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic.

E. The parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VI. Non-Local Traffic Interconnection

A. The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Nonparty Carrier (collectively called "Non-

Local Intermediary Charges”). The charges that BellSouth may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit, upon the percentage of the Non-Local Traffic delivered to BellSouth by Carrier that shall be subject to Non-Local Intermediary Charges. BellSouth shall not deliver traffic to Carrier traffic which is destined for the network of a nonparty telecommunications carrier, and thus none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges. Also, Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic, as BellSouth is not obligated to pay Carrier for such traffic. In addition, traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic.

VII. Provision of Network Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier will pay BellSouth the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining access to information needed to allow Carrier to bill and collect, transmission, and routing of the telecommunications service.

C. A separate agreement or an amendment to this Agreement may be required for utilization of the above referenced Network Elements. The Parties agree to negotiate such a separate Agreement or amendment in good faith.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide “911-like” service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route “911-like” calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of “911-like” service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

X. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XI. Local Number Portability

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth’s published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIII. Network Design and Management

A. The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all

traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

G. The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XIV. Auditing Procedures

Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XV. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN

CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement, nor shall either party hold liable any other telecommunications company providing a portion of a service under this Agreement for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, Point of Interface (POI) nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the

first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

F. Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

H. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

I. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

J. Neither party assumes liability for the accuracy of the data provided to it by the other party.

K. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

L. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil

commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

N. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVI. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XIX.

XVII. Taxes and Fees

A. Definition: For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's

behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses

(including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XVIII. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XIX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XX. Waivers

Any failure or delay by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of

any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXI. Assignment

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXII. Amendment

This Agreement may not be amended in any way except upon written consent of the parties.

XXIII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXIV. Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVI. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXVIII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

Cingular Wireless
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342
Attn: Senior Interconnection
Manager

Copy to:
Cingular Wireless
5565 Glenridge Connector
Suite 1728W

Atlanta, GA 30342
Attn: Legal

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via Internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability.

XXIX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXX. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

XXXI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound

thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

By: Signature on file

Randy J. Ham
Name

Managing Director -
Wireless Interconnection
Title

September 19, 2001
Date

**BellSouth Mobility LLC
d/b/a Cingular Wireless**

By: Signature on file

Stephen M. Carter
Name

CEO - Cingular Wireless
Title

September 11, 2001
Date

**BellSouth Personal Communications,
LLC d/b/a Cingular Wireless**

By: Signature on file

Stephen M. Carter
Name

CEO - Cingular Wireless
Title

September 11, 2001
Date

ATTACHMENT A

Page 1 of 2

The entities covered by this agreement are:

All States: BellSouth Mobility LLC

Alabama:

Alabama Cellular Service, LLC;
Huntsville Cellular Telephone LLC;
Huntsville MSA Limited Partnership;
Gulf Coast Cellular Telephone Company;
Decatur RSA Limited Partnership;
Anniston-Westel Company, LLC

Florida:

Orlando CGSA, LLC;
Orlando CGSA Holdings, Inc.;
Orlando SMSA Limited Partnership;
Jacksonville MSA Limited Partnership;
Florida Cellular Service, LLC;
Florida RSA No. 2B (Indian River) Limited Partnership

Georgia:

Atlanta-Athens MSA Limited Partnership;
American Cellular Communications LLC;
Georgia RSA No. 1 Limited Partnership;
Georgia RSA No. 2 Limited Partnership;
Northeastern Georgia RSA Limited Partnership;
Georgia RSA No. 3 Limited Partnership;
M-T Cellular, LLC
Georgia Cellular Holdings, LLC

Kentucky:

Kentucky CGSA, LLC;
Westel-Milwaukee Co., LLC

ATTACHMENT A

Page 2 of 2

Louisiana:

Louisiana Cellular Holdings, LLC;
BSCC of Louisiana, LLC
Baton Rouge MSA Limited Partnership;
Lafayette MSA Limited Partnership;
Louisiana CGSA, LLC;
Acadiana Cellular General Partnership;
Louisiana RSA No. 7 Cellular General Partnership;
Louisiana RSA No. 8 Limited Partnership;
Radiofone of Houma-Thibodaux, LLC

Mississippi:

MCTA;
Memphis SMSA Limited Partnership;
Northeast Mississippi Cellular, LLC;
Jackson Cellular LLC;
Jackson Acquisitions LLC;
Jackson Holdings LLC

South Carolina:

South Carolina Cellular Service, LLC;
MCTA;
Alltel Cellular Associates of South Carolina Limited Partnership;
Chattanooga MSA Limited Partnership

Tennessee:

Chattanooga CGSA, LLC;
Memphis SMSA Limited Partnerships;
Memphis CGSA, LLC;
Chattanooga MSA Limited Partnership;
Nashville/Clarksville MSA Limited Partnership;
Tennessee RSA Limited Partnership;
M-T Cellular, LLC;

Attachment B-1

CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10

**First Amendment to
Interconnection Agreement between
BellSouth Mobility LLC d/b/a Cingular Wireless and
BellSouth Telecommunications, Inc.**

This Agreement (the "Amendment") is made and entered into as of October 16, 2001, between BellSouth Mobility LLC d/b/a Cingular Wireless, a Delaware limited liability company ("Cingular Wireless") and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation.

WHEREAS, Cingular Wireless and BellSouth (hereinafter referred to collectively as the "Parties") have entered into that certain Interconnection Agreement, effective June 14, 2001, for the State of Tennessee, which has or will be filed with the Commission in said state (as filed, the "Tennessee Interconnection Agreement"); and

WHEREAS, the Parties have also entered into Interconnection Agreements, effective June 14, 2001, for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina (the "Interconnection Agreement") which have or will be filed with the Commissions in each of said states; and

WHEREAS the Parties desire to amend the Tennessee Interconnection Agreement; and

WHEREAS, the Parties have also entered into a contract service arrangement whereby Cingular Wireless may purchase certain BellSouth services pursuant to a Volume and Term Agreement having an Effective Date of December 1, 1999 ("Volume and Term Agreement"); and

WHEREAS, the Parties desire to amend the Tennessee Interconnection Agreement to incorporate the Volume and Term Agreement as an attachment to the Tennessee Interconnection Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cingular Wireless and BellSouth hereby covenant and agree that the General Terms and Conditions of the Tennessee Interconnection Agreement be amended as follows:

1. Section V. (D) of the Interconnection Agreement is deleted in its entirety and replaced with the following:

V. (D) The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect. Carrier will also provide or bear the cost of trunk groups carrying intermediary (transit) traffic. Carrier may supply its own interconnection facilities or may purchase such facilities (a) from BellSouth pursuant to a separate agreement, including but not limited to, the Volume and Term Agreement attached hereto as Exhibit 1 and incorporated herein by this reference or pursuant to tariff for this purpose, or (b) from any other third-party supplier.

2. The Parties acknowledge and agree that the term of the Volume and Term Agreement exceeds the term of the Tennessee Interconnection Agreement. As such, the Parties hereby agree that the Volume and Term Agreement shall be incorporated into any interconnection agreement subsequently entered into by the Parties for the State of Tennessee for the remainder of the term set forth in the Volume and Term Agreement. If no such subsequent interconnection agreement is negotiated, this Amendment shall survive until the expiration of the term of the Volume and Term Agreement.

3. Except as expressly provided herein, all other provisions of the Tennessee Interconnection Agreement, the Interconnection Agreement and the Volume and Term Agreement shall remain unchanged and in full force and effect.

4. Nothing in this Amendment shall in any way amend, modify, alter, limit, change, restrict or otherwise effect the rights, benefits, duties, obligations or liabilities of the Parties under the Volume and Term Agreement or the rates, terms and conditions contained therein.

5. For purposes of this Amendment, capitalized terms have the meanings set forth herein unless the context requires otherwise. Terms that appear herein (whether or not capitalized) that are not defined herein have the meanings ascribed to them in the Interconnection Agreement or the Volume and Term Agreement, as the case may be, and if not defined therein have the meanings

ascribed to them in the Act, or (if not defined therein) have the meanings customarily associated with them based on ordinary usage in the telecommunications industry as of the Effective Date.

6. BellSouth and Cingular Wireless covenant that this Amendment shall be promptly submitted to the Tennessee Regulatory Authority for approval pursuant to section 252(e) of the Act, and agree that either or both of the parties is authorized to submit this Amendment to the Tennessee Regulatory Authority.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Bellsouth Telecommunications, Inc.

**BellSouth Mobility LLC d/b/a
Cingular Wireless**

By: Signature on File

By: Signature on File

Name: Randy J. Ham

Name: Michael G. VanWeelder

Title: Managing Director

Title: Director – Wholesale Svc.

Date: October 30, 2001

Date: October 24, 2001

07/21/99

VOLUME AND TERM AGREEMENT

This Volume and Term ("V&T") Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, Inc., a Georgia corporation ("BellSouth") and BellSouth Cellular Corp., on behalf of itself and its affiliated companies, that are authorized providers of wireless services as defined in the Federal Communication Commission's rules (hereinafter collectively referred to as BellSouth Cellular or "Customer") as set forth herein.

I. DEFINITIONS

A. This "V&T" Agreement is a customized Contract Service Arrangement ("CSA") offering of certain services to be purchased by Customer from BellSouth in the telephone exchanges served by BellSouth in Georgia, Florida, Alabama, Tennessee, Kentucky, Mississippi, Louisiana, North Carolina and South Carolina. This V&T Agreement provides the Customer certain levels of discounts based upon the Customer's commitment to and attainment of an Annual Revenue Commitment in accordance with the requirements described in this Agreement. This V&T Agreement shall not constitute an interconnection agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (an "Interconnection Agreement").

B. "Annual Revenue Commitment" represents the agreed upon amount of billing to Customer by BellSouth for BellSouth's telephone services purchased by Customer each year that Customer agrees to achieve for the purposes of the V&T Agreement. Customer's Annual Revenue Commitment is included in Appendix I of this Agreement.

C. "Discount Level" is the percentage reduction applied monthly to the total recurring charges for the BellSouth services that are eligible for participation in the V&T offering and for which billing has occurred or will occur during the current billing period.

D. "V&T Eligible Services" include only those services used to calculate the Annual Revenue Commitment as listed in Appendix II. Billing for non-recurring charges, local usage, taxes, and publicly imposed surcharges, including but not limited to the

ORIGINAL
PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

- 1 -

07/21/99

surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitments.

E. "Discount Eligible Services" include only those Services purchased by Customer that are appropriate for inclusion in the calculation of the percentage reduction off the combined total tariffed rates as mutually agreed to by Customer and BellSouth. The Discount Eligible Services are listed in Appendix II.

F. "A Contract Year" is the twelve-month period during the term of this Agreement beginning on the effective date of the Agreement and will last for 12 months. This date shall also establish the anniversary date for this V&T agreement. The effective date of this agreement shall be December 1, 1999.

G. The "Term" of this Agreement shall be 7 years.

H. The "Expiration Date" of this Agreement shall be the last day of the 7th Contract Year at 11:59 p.m.

II. ANNUAL REVENUE COMMITMENT

A. Customer agrees to an Annual Revenue Commitment in each Contract Year of the V&T Agreement as specified in Appendix I.

B. BellSouth and Customer agree that all recurring charges for V&T Eligible Services billed by BellSouth shall be applied toward Customer's Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BellSouth and measured in pre-discount billed dollars based on the tariffed rates with a BellSouth bill date within the appropriate Contract Year.

C. In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change as defined in this Agreement, the Annual Revenue Commitment levels contained in Appendix I shall be renegotiated. In the event of a tariff change, the Annual Revenue Commitment will change by a percentage equal to the tariff change.

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 2 -

07/21/99

D. Customer may substitute or change call sites or locations provided that such changes shall not affect the Annual Revenue Commitment.

E. Annual Revenue Commitment does not include services purchased by Customer from the BellSouth Federal or State Access Tariff.

F. Customer will receive credit towards achievement of the Annual Revenue Commitment for recurring charges that are waived as a result of BellSouth's failure to meet service commitments as set forth in the State Private Line Tariffs and Special Assembly Contracts as applicable.

III. DISCOUNT LEVELS

A. BellSouth shall apply a discount that is a percentage reduction off the total recurring charges within the total billed revenue associated with the Eligible Services. Discount Levels shall be based on the Annual Revenue Commitment and are provided in Appendix I. The applicable Discount Level shall be selected from the Table contained in Appendix I.

B. Charges billed pursuant to Interconnection Agreements, Federal or State Access Services tariffs, and billing for taxes or public imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, and charges billed for less than a full month's services will not be subject to a Discount.

C. Charges billed to Customer for Contract Service Arrangements (other than this V&T Agreement), Special Service Arrangement, WATSSaver, End User Common Line Charges, and Special Access are not eligible for the application of the Discount.

IV. DESIGN SUPPORT SERVICES

A. BellSouth agrees to provide to Customer Design Support Services during the period prior to Customer turn up of wireless service for commercial availability in each of its license areas in the BellSouth service area. The Design Support Services shall include

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

07/21/99

the provision of a dedicated system designer from the date of the execution of this Agreement to Customer's initial turn up of wireless service for commercial availability.

B. The annual network optimization will be performed by BellSouth in order to reduce Customer's "per unit transport" cost.

C. 1. All Design/Plant Engineering work and network optimization performed by BellSouth shall be proprietary to BellSouth. Design/Plant Engineering support services provided in the fulfillment of new cell site provisioning will be provided at no additional charge to the Customer. Design/Plant Engineering support services include:

- a. Initial system design
- b. Initial planning of new cell sites
- c. Site visits for quotes of all special engineering and construction charges
- d. Site construction meeting
- e. Final site inspection.

2. Any Design/Plant Engineering services not completed in the fulfillment of new cell site provisioning will be provided to Customer at the rate of \$175 per hour.

3. BellSouth agrees to perform the annual network optimization at no additional charge. Any additional network optimization will be provided to Customer at the rate of \$175 per hour.

4. The charges for Design/Plant Engineering and network optimization services may be deferred and allocated over the term of the Agreement at an annual interest rate of 12%. In the event the Customer terminates this Agreement, any deferred charges will be due 30 days after the termination becomes effective.

V. REGULATORY CONSIDERATIONS

A. Customer recognizes and agrees that the V&T Agreement is not intended to replace or supersede existing tariffs and that all services that are included in the V&T

ORIGINAL
PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

- 4 -

07/21/99

Agreement will be purchased in accordance with the approved BellSouth General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services shall apply unless and except to the extent this Agreement contains express provisions specifically in conflict therewith (in which case the express provisions of this Agreement shall control to the extent permitted by applicable law.)

Customer acknowledges that BellSouth may be required to file and obtain approval of the V&T Agreement in certain states prior to implementation of a V&T Agreement in certain states. BellSouth agrees to begin any necessary filings within 30 days after the execution of a V&T Agreement between BellSouth and Customer.

VI. COMMITMENT SHORTFALL

Customer agrees that if it fails to meet its Annual Revenue Commitment during a given year, BellSouth shall bill and Customer agrees to pay the difference between the actual billed revenue for the preceding 12 month period and its Annual Revenue Commitment adjusted by the discount rate. BellSouth will issue Customer a bill for the commitment shortfall which shall be payable 30 days after receipt thereof by the customer.

VII. PROVISION FOR DISCOUNTING ADDITIONAL AND NEW SERVICES UNDER V&T

For the purposes of this Agreement an Additional Service is an intraLATA service that is tariffed by BellSouth on the effective date of this Agreement and is not considered a Discount Eligible IntraLATA Service. A new service is an intraLATA service that has been tariffed by BellSouth after the effective date of the V&T Agreement. Customer may submit a request to BellSouth to obtain a discount on the Additional Service or New Service under the Agreement. BellSouth may require Customer to commit to continue to increase the billing on the Additional Service or New Service during the remainder of the Term of the Agreement.

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELLSOUTH EXCEPT WITH WRITTEN PERMISSION**

- 5 -

07/21/99

VIII. ACQUISITION OF NEW BUSINESSES AND MERGER

A. In the event Customer acquires a new business or operation within the BellSouth service area during the term of this Agreement and desires to include the services under this Agreement, BellSouth will include these services.

B. In the event the Customer merges with an entity that has an existing Volume and Term Agreement with BellSouth, BellSouth reserves the right to negotiate a new Volume and Term Agreement.

IX. OTHER NEW BUSINESS OPPORTUNITIES

Further, in the event BellSouth offers services currently included in this Agreement or new services outside of its existing franchised territory and Customer subscribes to such services, BellSouth shall review with Customer such instances to determine the feasibility and/or criteria for including any of the subscribed services in the V&T Agreement.

X. AUTHORIZED USERS

Customer recognizes and agrees that the services included in this Agreement are specifically restricted to the use of Customer and its specified affiliates listed in Appendix III. In particular, the V&T Agreement is intended for the provision of wireless services by Customer and its specified affiliates and the resale of services included in this Agreement is strictly prohibited. BellSouth retains the right to perform any necessary audits and Customer agrees to cooperate with BellSouth in the performance of such audits to determine that the services included in this Agreement are used by Customer and its specified affiliates. All costs for such an audit will be borne by BellSouth.

XI. TERMINATION LIABILITY

If Customer desires to terminate the V&T Agreement prior to its expiration, Customer must provide BellSouth written notice of such termination 90 days prior to the effective date of termination. Termination liability will be in accordance with the following:

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 6 -

07/21/99

A. If written notice of termination is delivered to BellSouth to be effective at the end of a Contract Year, BellSouth will bill Customer the following termination charges:

- (1) End of Contract Year 1 - 50% of the Revenue Commitment for the subsequent year.
- (2) End of Contract Year 2 and each subsequent year. 25% of the Revenue Commitment for the subsequent year.

B. If written notice of termination is delivered to BellSouth to be effective prior to the end of the current V&T Contract Year, BellSouth will bill CUSTOMER the appropriate termination charges calculated in A, above, in addition to an amount equal to the difference between the current Contract Year-to-date billing for V&T Eligible Services and the current Contract Year Annual Revenue Commitment.

C. The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to any BellSouth tariff or any other agreement.

D. Customer further acknowledges that it has options for its telecommunications services from service providers other than BellSouth and that it has chosen BellSouth to provide the services included in this Agreement. Customer, therefore, agrees that if it terminates this Agreement or the services provided pursuant to this agreement, Customer will be responsible for termination charges set forth in A,B, and C above. Customer, however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to Customer and such reseller executes a written document agreeing to assume all of Customer's obligations to BellSouth under the Agreement.

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 7 -

07/21/99

XII. BUSINESS CHANGE

In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control that results in a Customer end-user growth rate that is lower than one-half the wireless industry average (the average industry growth rate shall be mutually agreed on by BellSouth and the Customer), or a network optimization using other BellSouth services (collectively referred to as "Business Change"), any of which significantly reduces the volume of network services, required by Customer with the result that Customer is unable to meet its Annual Revenue Commitment under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall), BellSouth and Customer will cooperate in efforts to develop a mutually agreeable alternative that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. Such alternative may reduce the Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the Business Change. This provision shall not apply to a change resulting from a decision by Customer: (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BellSouth. Customer must provide BellSouth written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including commitment shortfall charges, incurred by Customer prior to the time the parties mutually agree to amend this Agreement. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

XIII. HIGHER ORDER OF SERVICE

From time to time, BellSouth may offer to Customer new technological features and capabilities ("Higher Order of Service"). For purposes of this Agreement, Higher Order of Service shall be defined as BellSouth services which will provide additional value to Customer with higher functionality and increased capacity. In the event that Customer elects to incorporate such a Higher Order of Service into its network design, and the use of

ORIGINAL
PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELLSOUTH EXCEPT WITH WRITTEN PERMISSION

- 8 -

07/21/99

such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Agreement, then, subject to all applicable regulatory requirements, BellSouth agrees to cooperate with Customer to develop a mutually agreeable alternative that will satisfy the concerns of both parties. Such alternative may reduce Customer's Annual Revenue Commitment and the Discount Level to the extent of any shortfall resulting from the migration to a Higher Order of Service.

XIV. RATE ASSURANCE

If Customer is offered a service proposal from a properly certificated carrier that contains the same services and service commitment included in the BellSouth V&T Agreement and the group of services is offered at a rate at least 20 percent less than the rate provided to Customer by BellSouth, Customer shall provide BellSouth notice of the proposal, sufficient information to validate the terms and rates of the proposal and the option to respond to the rates and terms offered by such other carrier.

BellSouth shall be provided 14 business days to respond in writing with regard to whether it shall respond with an alternative proposal. If BellSouth chooses to respond with an alternative offering, BellSouth shall require an additional 45 days to develop its response.

In the event BellSouth elects to respond to the offering from the alternative carrier and offers Customer a service proposal with an effective rate, based on the rates, terms and conditions, including a discount, that results in a payment that is no more than 10% greater than payment for the same services under the alternative carrier's competitive offering, this agreement shall continue in effect using these new rates, terms, conditions and discount, along with a proportionate reduction in the Annual Revenue Commitment until the expiration of this V&T Agreement.

ORIGINAL
PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

- 9 -

07/21/99

XV. TARIFF CHANGES

If during the term of this Agreement, BellSouth requests and receives regulatory approval for price reductions on tariff services ("Tariff Change") purchased by Customer, BellSouth will flow through such reductions to Customer. BellSouth agrees to reduce Customer's Annual Revenue Commitment in proportion to the price reduction (s). Customer further agrees to negotiate in good faith to develop a mutually acceptable reduced discount level, if BellSouth requests such negotiations. In no event will the reduced discount level result in payment by Customer of an amount in excess of that which would have been paid under this agreement if BST's tariffed rates had not changed.

XVI. FLEXIBLE BILLING ARRANGEMENTS

BellSouth shall offer Customer the option to allocate and defer the payment of nonrecurring charges over a six month period. The non-recurring charges for the initial call sites installed by the Customer may be deferred for a six month period allocated over the remaining months of the current contract year at an interest rate of 12% per annum.

Finally in the event the Customer terminates this Agreement, the balance due on any deferred or allocated charges will be due 30 days after the termination date.

XVII. ANNUAL TRUE-UP

A. At the end of each Contract Year, BellSouth will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BellSouth will calculate any commitment shortfall in accordance with Section VI. Customer may commit to higher levels of spending and negotiate a future discount commensurate with this higher commitment level for subsequent years. During the Annual True-Up, BellSouth may conduct any necessary audits of the Customer to verify that the services included in this Agreement were used by Customer and its specified affiliates.

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 10 -

07/21/99

Customer and BellSouth agree that any credit resulting from the Annual True-Up will be distributed directly to Customer's affiliates as identified in Appendix III as a credit on their bill for services provided under this agreement within 60 days of the end of the contract year.

Further, any debit resulting from the Annual True-up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to the parent entity and Customer shall assume responsibility for all outstanding amounts.

XVIII. BILLING AND MANAGEMENT INFORMATION

All participating Customer accounts will be converted by BellSouth to the Customized Large User Bill ("CLUB") format.

XIV. MISCELLANEOUS

- A. This offer shall be valid for 45 days.
- B. Customer will be solely responsible for the identification of Customer accounts that are V&T eligible. Customer and BellSouth agree that BellSouth will not be responsible for failure to apply a discount to a V&T eligible account if such failure results from Customer's failure to identify such account. Additional V&T eligible accounts may be added only by mutual agreement of the parties. Customer will provide a written list of the V&T eligible accounts within 60 days after the execution of the Agreement.
- C. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- D. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received and shall be sufficient if given in writing, delivered by hand, facsimile, overnight mail delivery, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 11 -

07/21/99

required under this Agreement must be sent at any time by giving written notice to the other party. Current addresses are:

BellSouth
Eric Small
Vice President of Marketing
34th Floor
675 West Peachtree Street
Atlanta, Georgia 30345

CC: Jarrett Board
Wireless Market Manager
Room 34A51
675 West Peachtree Street
Atlanta, GA 30345

Customer
Manager of State Regulatory
BellSouth Cellular Corp
1100 Peachtree St. NE
Suite 809
Atlanta, GA 30309-4599

cc: Legal Department
BellSouth Cellular Corp
1100 Peachtree St., NE
Suite 900
Atlanta, GA 30309-4599

E. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

ORIGINAL
PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

- 12 -

07/21/99

F. Each party agrees to submit to the other all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or to the services provided under this Agreement wherein corporate or trade names, logos, trademarks, or service marks of the other party or any of its affiliated companies are mentioned or wherein there is language from which a connection to said names or marks may be inferred. Each party further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without the other party's prior written approval.

G. Notwithstanding anything to the contrary contained herein, Customer may sell, assign, or transfer this Agreement without the prior written approval of BellSouth to (i) any wireless affiliate of Customer or (ii) any wireless entity that acquires through merger, purchase or otherwise, all or substantially all of the assets of the Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

<p>_____ BY: <u><i>Alan Haman</i></u> Authorized Signature</p> <p>TITLE: <u>Group President - Mobile System</u></p> <p>DATE: <u>7-25-99</u></p>	<p>BELLSOUTH TELECOMMUNICATION, INC.</p> <p>BY: <u><i>Eric J. [Signature]</i></u> Authorized Signature</p> <p>TITLE: <u>VP - Marketing JCS</u></p> <p>DATE: <u>7/30/99</u></p>
---	---

ORIGINAL

PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE OF BELLSOUTH EXCEPT WITH WRITTEN PERMISSION

07/21/99

APPENDIX I

ANNUAL REVENUE COMMITMENT

<u>Contract Year</u>	<u>Revenue Commitment*</u>	<u>Discount Level</u>
Year 1	\$39,400,000	35%
Year 2	\$40,900,000	35%
Year 3	\$42,700,000	35%
Year 4	\$44,400,000	35%
Year 5	\$44,900,000	35%
Year 6	\$44,900,000	35%
Year 7	\$44,900,000	35%

* Calculated in pre-discounted dollars based on BST's tariffed rates.

ORIGINAL**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 14 -

07/21/99

APPENDIX II

ELIGIBLE SERVICES

This Agreement covers network transport services and other regulated services. These services include:

- **MegaLink (DS-1) ***
- **LightGate (DS-3) ***
- **SmartRing Services ***
- **Special Assemblies for OC48 SONET Rings and DS3s ***
- **Flexserve**

* Discount eligible services are in boldface and are designated by an asterisk.

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION**

- 15 -

07/21/99

APPENDIX III

CUSTOMER AFFILIATES

**Subsidiaries and affiliates of BellSouth Cellular Corp. doing business as:
BellSouth Mobility or
BellSouth Mobility DCS or
BellSouth Wireless Data**

Doc. 78847

ORIGINAL

**PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE
OF BELLSOUTH EXCEPT WITH WRITTEN PERMISSION
- 16 -**

TENNESSEE ADDENDUM TO CSA No. TN99-8681-00

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
 - A. Customer has received offers for comparable services from one or more other service providers¹;
 - B. Customer is purchasing or has purchased comparable services from one or more other service providers²;
 - C. Customer has been contacted by one or more other service providers of comparable services³; and
 - D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services⁴.

2. Customer and BellSouth agree that Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the amount specified in the Agreement; (B) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any waived or discounted non-recurring charges set forth in the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Agreement; or (C) six percent (6%) of the total Agreement amount. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.

3. Customer and BellSouth acknowledge and confirm their understanding that:
 - (a) Customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its contract revenue commitment, as set forth in Section VI of the Agreement, does not apply upon Customer's early termination of the Agreement; and
 - (b) Customer must therefore pay only the amount calculated in accordance with Paragraph 2 above upon early termination of the Agreement.

ORIGINAL

4. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the term of this Agreement is 36 months. Customer and BellSouth further agree that with regard to services provided within the State of Tennessee, Customer may renew the CSA for up to two additional terms of 24 months by providing BellSouth written notice of its intent to do so within 60 days of the expiration of the initial 36-month term. Customer and BellSouth understand and agree that any such renewal option exercised by the Customer is subject to approval by the Tennessee Regulatory Authority.

BellSouth Cellular Corp

BellSouth Telecommunications, Inc.

BY: Koy P. McAllister
Printed Name

BY: James K. Brinkley
Printed Name

BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

TM

TITLE: VP-EXTERNAL AFFAIRS

TITLE: Senior Director - Marketing

DATE: 11/17/00

DATE: 12/6/00

ORIGINAL

**Attachment to Addendum
CSA No. TN99-8681-00**

1. Customer has received offers for comparable services from other service providers including: **The service providers identified in the response to items 2 and 3 below.**
2. Customer is currently using comparable services provided by other service providers including: **AT&T for InterLata T1s and BellSouth Long Distance for T1s.**
3. Customer has been contacted by other service providers including: **MCI Worldcom provided quotes regarding InterLata T1s.**
4. Customer is aware that comparable services are available from other service providers including: **AT&T, BellSouth Long Distance, MCI Worldcom and other providers of comparable services within Nashville and Chattanooga.**

Customer's Initials WMB
Date 11/16/00

ORIGINAL

CMRS0003
CMRS0006
CMRS0060
CMRS0064
CMRS0078

**Second Amendment to
Interconnection Agreement between
BellSouth Mobility LLC d/b/a Cingular Wireless and
BellSouth Telecommunications, Inc.**

This Agreement (the "Amendment") is made and entered into as of February 1, 2002, between BellSouth Mobility LLC d/b/a Cingular Wireless, a Georgia limited liability company ("Cingular Wireless") and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation.

WHEREAS, Cingular Wireless and BellSouth (hereinafter referred to collectively as the "Parties") have entered into that certain Interconnection Agreement, effective June 14, 2001, for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, which has or will be filed with the Commissions in said states; and

WHEREAS the Parties desire to amend the Interconnection Agreement; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cingular Wireless and BellSouth hereby covenant and agree that the Interconnection Agreement be amended as follows:

1. Section XXXII as follows is added to the Interconnection Agreement:

XXXII. Meet Point Billing

A. For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and/or calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a

network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.

B. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify all parties to be billed. Information required for Meet Point Billing includes but is not limited to: (1) Regional Accounting Office code (RAO), (2) Operating Company Number (OCN) and/or Company Code (CC) per state for each entity to be billed (if an OCN/CC is not available for each billed entity BST will render a single bill to Carrier), (3) a unique Access Carrier Name Abbreviation (ACNA), (4) Percent Interstate Usage, (5) Percent Local Usage, (6) 800 Service Percent Interstate Usage or default of 50%, (7) Billing Interconnection Percentage, and, (8) a Screening Telephone Number (STN) from a dedicated NXX associated with each Trunk Group subscribed to by Carrier. A default Billing Interconnection Percentage of 1% BellSouth and 99% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The parties acknowledge that the exchange of 1150 records will not be required.

C. Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections (Type 2A Interconnections) with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes having rate centers within BellSouth's franchised service area, which can be identified as belonging to the originating and terminating network. When the access tandem in which interconnection occurs does not have the capability to record messages, and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

D. In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base

queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges, Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

E. Participation in Meet Point Billing is outside the reciprocal compensation requirements of this Agreement. Meet Point Billing, as defined in paragraph A above, under this Section will result in Carrier compensating BellSouth at the intermediary rate in Section VI. D of the Agreement for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

F. Commencement of exchange of records will begin no earlier than ninety (90) days from the later date of the date the contract is signed or the date that all necessary information as defined in paragraph B above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI.D of the Agreement will no longer be applied to determine what percentage of the non-local traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary charges.

2. Except as expressly provided herein, all other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

4. Nothing in this Amendment shall in any way amend, modify, alter, limit, change, restrict or otherwise effect the rights, benefits, duties, obligations or liabilities of the Parties.

5. For purposes of this Amendment, capitalized terms have the meanings set forth herein unless the context requires otherwise. Terms that appear herein (whether or not capitalized) that are not defined herein have the meanings ascribed to them in the Interconnection Agreement and if not defined therein, have the meanings ascribed to them in the Act, or (if not defined therein) have the meanings customarily associated with them based on ordinary usage in the telecommunications industry as of the Effective Date.

6. BellSouth and Cingular Wireless covenant that this Amendment shall be promptly submitted to the proper regulatory authorities for approval pursuant to section 252(e) of the Act, and agree that either or both of the parties is authorized to submit this Amendment to the proper regulatory authority.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Bellsouth Telecommunications, Inc.

**BellSouth Mobility LLC d/b/a Cingular
Wireless**

By: Signature on File

By: Signature on File

Name: Randy J. Ham

Name: Michael F. Van Weelden

Title: Managing Directory

Title: Director – Wholesale Mktg.

Date: February 28, 2002

Date: February 25, 2002